

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 110	
2. CONTRACT NO.		3. SOLICITATION NO. N4008522R2816	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 10 Jan 2023	6. REQUISITION/PURCHASE NO. ACQR5946391		
7. ISSUED BY NAVFACSYSCOM MID-ATLANTIC ROICC CAMP LEJEUNE 1005 MICHAEL ROAD CAMP LEJEUNE NC 28547-2521 CODE N40085 TEL: (910) 451-2582 FAX: (910) 451-5629			8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Rm.309, Bldg 1005 Michael Rd until 02:30 PM local time 13 Feb 2023
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME REGENIA D. GUEST	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 910-451-2582 EXT 5240	C. E-MAIL ADDRESS regenia.guest@navy.mil
---------------------------	--	-----------------------------	--	---

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 3	X	I	CONTRACT CLAUSES	72 - 94
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	4 - 13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	14 - 55	X	J	LIST OF ATTACHMENTS	95
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	56 - 57	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	96 - 100
X	F	DELIVERIES OR PERFORMANCE	58 - 66	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	101 - 102
X	G	CONTRACT ADMINISTRATION DATA	67 - 71	X	M	EVALUATION FACTORS FOR AWARD	103 - 110
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

OFFERORS INSTRUCTIONSSECTION A

RESIDENT OFFICER IN CHARGE OF CONSTRUCTION (ROICC)
NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND (NAVFAC)
1005 MICHAEL ROAD
CAMP LELEUNE, NC 28547

**NAVFAC Solicitation Number N40085-22-R-2816
PEST CONTROL SERVICES**

NOTICE: PROPOSALS ARE DUE BY 2:30 PM (EST) ON 13 FEBRUARY 2023

Proposals are to be submitted to the office listed below:

ROICC, NAVFAC MID ATLANTIC
SOLICITATION # N40085-22-R-2816
ATTN: JESSICA R. HUEBER OR REGENIA D. GUEST
ROOM 309
1005 MICHEAL ROAD
CAMP LEJEUNE, NC 28547-2521

All inquiries concerning any phase of the specification shall be made, in writing to Jessica R. Huebner by email at jessica.r.huebner.civ@us.navy.mil or Regenia D. Guest via email at Regenia.d.guest.civ@us.navy.mil. Proposals must be received by the established due date and time in order to be considered for award. **No email and no facsimile proposals will be accepted.**

A.1 **Contract Title:** Pest Control Services at Marine Corps Base Camp Lejeune, and Marine Corps Air Station New River, Jacksonville, NC.

A.2 **Contract Type:** Firm Fixed Price/Non-Recurring type contract with a base period of 12 months with four, one-year option periods as a result of this solicitation.

A.3 **Delivery:** The Contractor shall provide all labor, supervision, management, tools, materials, equipment, transportation, incidental engineering, and other certified, trained personnel to provide the necessary skills to perform weekly operation, preventative treatment and controls for Pest Control Services on-site during normal working hours at Marine Corps Base Camp Lejeune (MCBCL) and Marine Corps Air Station New-River (MCAS NR), Jacksonville, NC.

A.4 **Set-Aside Information:** This acquisition is a total 100% small business set-aside and the offeror must be a certified Small Business.

A.5 **The NAICS Code assigned to this procurement is 561710, Exterminating and Pest Control Services, with a small business size standard of \$15.5 Million.**

1. Offerors shall ensure current registration in the System for Award Management at <https://sam.gov>, including Annual Representations and Certifications are complete and updated for this procurement.
2. Complete the Representation and Certification required by Section K of the RFP and provide a copy of the active SAM Representation and Certification in your price proposal.

A.6 **Minimum Guarantee:** The Firm Fixed Price portion of the base period only, is the minimum guarantee for this contract.

A.7 Proposal Submission: See Section L provision 52.215-1 Instructions to Offerors- Competitive Acquisition (Jan 2017) and Section M for detailed instructions. Offeror shall complete and return DFARS clause 252.225-7059 in order to be eligible for award.

A.8 Evaluation: See Basis for Award in Section M, offerors will be evaluated on the Factors as stated.

A.9 Wage Determination: The Service Contract Act by Direction of the Secretary of Labor are included in this solicitation. Refer to Section J, attachments.

A.10 Contract Term: This procurement contains provisions for a base period of twelve (12) months with four, one (1) year option periods. The total contract period of performance shall not exceed 60 months.

A.11 Period of Performance: The period of performance will be determined at the time of award.

A.12 Offerors shall provide their Unique Entity ID, CAGE code, and Federal Tax ID number with proposal.

A.13 Offerors are advised that Funding may not become Available: If funds are not available, no award will be made as a result of this solicitation. Offerors will not be reimbursed for any effort or proposal costs resulting from this solicitation. See FAR Clause 52.232-18.

A.14 Site Visit: Pending request.

A.15 For Additional Information: Submit all questions in writing no later than **01 February 2023**. The Government does not intend to respond to inquiries/questions submitted after this date. When submitting questions, please include the solicitation number: **N40085-22-R-2816**, to Jessica R. Huebner by email at jessica.r.huebner.civ@us.navy.mil or Regenia D. Guest by email only at Regenia.d.guest.civ@us.navy.mil.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Base Year: Firm Fixed Price FFP The Contractor shall provide all labor, materials, equipment, supervision, and related items to provide interior and exterior pest control services as stated in the scope of work in accordance with Section C, Annex 010000, Annex 0200000, and Annex 1503020, Specification Item 3, and to include all terms and conditions of the contract. The Contractor's proposal will be incorporated here in upon contract award.</p>	1	Each		
	<p>The price of this line item is the total of Exhibit Line Item (ELIN) A001AA – A001GK</p>				
	<p>FOB: Destination PURCHASE REQUEST NUMBER: ACQR5946391 PSC CD: F105</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0002
Base Year: Non-Recurring Work
FFP

The Contractor shall provide all labor, materials, equipment, supervision, and related items to provide interior and exterior pest control services as stated in the scope of work in accordance with Section C, Annex 010000, Annex 0200000, and Annex 1503020, Specification Item 4, and to include all terms and conditions of the contract. The Contractor's proposal will be incorporated here in upon contract award.

The price of this line item is the total of Exhibit Line Item (ELIN) A002AA – A002AE

FOB: Destination
PURCHASE REQUEST NUMBER: ACQR5946391
PSC CD: F105

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	First Option: Firm Fixed Price FFP	1	Each		

The Contractor shall provide all labor, materials, equipment, supervision, and related items to provide interior and exterior pest control services as stated in the scope of work in accordance with Section C, Annex 010000, Annex 0200000, and Annex 1503020, Specification Item 3, and to include all terms and conditions of the contract. The Contractor's proposal will be incorporated here in upon contract award.

The price of this line item is the total of Exhibit Line Item (ELIN) B003AA – B003GK

FOB: Destination
PURCHASE REQUEST NUMBER: ACQR5946391
PSC CD: F105

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		

OPTION

First Option: Non-Recurring Work
FFP

The Contractor shall provide all labor, materials, equipment, supervision, and related items to provide interior and exterior pest control services as stated in the scope of work in accordance with Section C, Annex 010000, Annex 0200000, and Annex 1503020, Specification Item 4, and to include all terms and conditions of the contract. The Contractor's proposal will be incorporated here in upon contract award.

The price of this line item is the total of Exhibit Line Item (ELIN) B004AA – B004AE

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR5946391

PSC CD: F105

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Second Option: Firm Fixed Price FFP	1	Each		

The Contractor shall provide all labor, materials, equipment, supervision, and related items to provide interior and exterior pest control services as stated in the scope of work in accordance with Section C, Annex 010000, Annex 0200000, and Annex 1503020, Specification Item 3, and to include all terms and conditions of the contract. The Contractor's proposal will be incorporated here in upon contract award.

The price of this line item is the total of Exhibit Line Item (ELIN) C005AA – C005GK

FOB: Destination
 PURCHASE REQUEST NUMBER: ACQR5946391
 PSC CD: F105

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Second Option: Non-Recurring Work FFP	1	Each		

The Contractor shall provide all labor, materials, equipment, supervision, and related items to provide interior and exterior pest control services as stated in the scope of work in accordance with Section C, Annex 010000, Annex 0200000, and Annex 1503020, Specification Item 4, and to include all terms and conditions of the contract. The Contractor's proposal will be incorporated here in upon contract award.

The price of this line item is the total of Exhibit Line Item (ELIN) C006AA – C006AE

FOB: Destination
PURCHASE REQUEST NUMBER: ACQR5946391
PSC CD: F105

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Third Option: Firm Fixed Price FFP	1	Each		

The Contractor shall provide all labor, materials, equipment, supervision, and related items to provide interior and exterior pest control services as stated in the scope of work in accordance with Section C, Annex 010000, Annex 0200000, and Annex 1503020, Specification Item 3, and to include all terms and conditions of the contract. The Contractor's proposal will be incorporated here in upon contract award.

The price of this line item is the total of Exhibit Line Item (ELIN) D007AA – D007GK

FOB: Destination
PURCHASE REQUEST NUMBER: ACQR5946391
PSC CD: F105

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Third Option: Non-Recurring Work FFP	1	Each		

The Contractor shall provide all labor, materials, equipment, supervision, and related items to provide interior and exterior pest control services as stated in the scope of work in accordance with Section C, Annex 010000, Annex 0200000, and Annex 1503020, Specification Item 4, and to include all terms and conditions of the contract. The Contractor's proposal will be incorporated here in upon contract award.

The price of this line item is the total of Exhibit Line Item (ELIN) D008AA – D008AE

FOB: Destination
PURCHASE REQUEST NUMBER: ACQR5946391
PSC CD: F105

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Fourth Option: Firm Fixed Price FFP	1	Each		

The Contractor shall provide all labor, materials, equipment, supervision, and related items to provide interior and exterior pest control services as stated in the scope of work in accordance with Section C, Annex 010000, Annex 0200000, and Annex 1503020, Specification Item 3, and to include all terms and conditions of the contract. The Contractor's proposal will be incorporated here in upon contract award.

The price of this line item is the total of Exhibit Line Item (ELIN) E009AA – E009GK

FOB: Destination
PURCHASE REQUEST NUMBER: ACQR5946391
PSC CD: F105

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Fourth Option: Non-Recurring Work FFP	1	Each		

The Contractor shall provide all labor, materials, equipment, supervision, and related items to provide interior and exterior pest control services as stated in the scope of work in accordance with Section C, Annex 010000, Annex 0200000, and Annex 1503020, Specification Item 4, and to include all terms and conditions of the contract. The Contractor's proposal will be incorporated here in upon contract award.

The price of this line item is the total of Exhibit Line Item (ELIN) E010AA – E010AE

FOB: Destination
PURCHASE REQUEST NUMBER: ACQR5946391
PSC CD: F105

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

0100000 –General Information	
Table of Contents	
Spec Item	Title
1	General Information
1.1	Outline of Services
1.2	Project Location
1.3	Acquisition of Additional Work
1.4	Background Information
1.5	Verification of Workload and Conditions
1.6	Climate Patterns
1.7	Related Information
1.8	Navy Approach to Service Contracting
1.8.1	Partnering Philosophy
1.8.2	Contractor's Knowledge
1.8.3	Industry Best Practices
1.9	Standard Template
1.10	Navy PBSA Approach
1.11	Technical Proposal Certification

0100000 – General Information		
Spec Item	Title	Description
1	General Information	The Contractor shall provide interior and exterior pest control services to prevent and control structural and medical arthropod and vertebrate pests, including but not limited to cockroaches, termites, ants, fleas, silverfish, mosquitoes, mice, rats, bees, wasps, pigeons, and nuisance birds at Marine Corps Base Camp Lejeune (including Marine Corps Air Station New River).
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at combination recurring and non-recurring. The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page</p> <p>Annex 1 General Information Annex 010000 General Information Annex 2 Management and Administration Annex 020000 Management and Administration Annex 3 Command and Staff N/A Annex 4 Public Safety N/A Annex 5 Air Operations N/A Annex 6 Port Operations N/A Annex 7 Ordnance N/A Annex 8 Range Operations N/A Annex 9 Health Care Support N/A Annex 10 Supply N/A Annex 11 Personnel Support N/A Annex 12 Morale, Welfare and Recreation Support N/A Annex 13 Galley N/A Annex 14 Housing N/A Annex 15 Facilities Support N/A Annex 1503020 Facility Investment Annex 16 Utilities N/A Annex 17 Base Support Vehicles and Equipment N/A Annex 18 Environmental</p>
1.2	Project Location	The work shall be performed at various locations on the Marine Corps Base Camp Lejeune, Marine Corps Air Station New River, Camp Geiger, Camp Johnson, Stone Bay, and The GSRA Training area. Actual work performed will vary from location to location.
1.3	Acquisition of Additional Work	The Government reserves the right to acquire railroad trackage services at additional locations in addition to the services and locations identified in the Firm-Fixed Price requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the non-recurring provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.

0100000 – General Information		
Spec Item	Title	Description
1.4	Background Information	<p>Camp Lejeune is the home of “Expeditionary forces in Readiness” for the past 65 years, and throughout the years, it has become the home base for the II Marine Expeditionary Force, and 2nd Marine Division, 2nd Marine Logistic Group and other combat units and support commands.</p> <p>There are several major Marine Corps commands, one Navy command, and one Coast guard command aboard Camp Lejeune. II Marine Expeditionary Force, 2nd Marine Division, 2nd Marine Logistics Group, and the naval hospital to name a few. Marine Corps Base owns all the real estate, hosts entry-level formal schools and provides support and training for tenant commands; II Marine Expeditionary Force conducts operational planning for Fleet Marine Force commands. 2nd Marine Division is the ground combat element of II MEF; 2nd Marine Air Wing, headquartered at Cherry Point, N.C., is the air combat element of II MEF. Additionally, the naval hospital provides primary medical care to service members and their families stationed at Camp Lejeune and Marine Corps Air Station New River.</p>
1.5	Verification of Workload and Conditions	<p>Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. <u>There will be no Site Visit unless requested.</u></p>
1.6	Climate Patterns	<p>Climate information for the area can be found online at the State Climate Office of North Carolina (http://nc-climate.ncsu.edu/cronos/normal.php). The station number for the local area is 893727.</p>
1.7	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked “Informational Notes” throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>

0100000 – General Information		
Spec Item	Title	Description
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the recurring requirements. Specification item 4 will always contain the non-recurring requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all firm</p>

0100000 – General Information		
Spec Item	Title	Description
		fixed priced specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.
1.10	Navy PBSA Approach	The Navy’s approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.
0200000 – Management and Administration		
Spec Item	Title	
2	Management and Administration	
2.1	Definitions and Acronyms	
2.2	General Information	
2.2.1	Government Regular Working Hours	
2.2.1.1	Observed Federal Holidays	
2.2.1.2	Restriction to Contractor Working Hours	
2.2.2	Wage Determinations	
2.2.3	Requirements Hierarchy	
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	
2.3.3	Partnering	
2.3.3.1	Informal Partnering	
2.3.3.2	Contract Partnering Administration	
2.3.3.3	Contract Partnering Session Attendees	
2.3.4	Permits and Licenses	
2.3.5	Insurance	
2.3.5.1	Certificate of Insurance	
2.3.5.2	Minimum Insurance Amounts	
2.3.6	Protection of Government Property	
2.3.7	Government Information Technology (IT) System	
2.3.8	Directives, Instructions, and References	
2.3.9	Invoicing Procedures	
2.3.10	Forms	
2.4	Government-Furnished Property, Materials and Services	
2.4.1	Government-Furnished Facilities (GFF)	
2.4.2	Government-Furnished Utilities	
2.4.3	Government-Furnished Materials (GFM)	
2.4.4	Government-Furnished Equipment (GFE)	
2.4.5	Government-Furnished Services (GFS)	
2.5	Contractor-Furnished Items	
2.6	Management	
2.6.1	Work Reception	
2.6.2	Work Control	
2.6.3	Work Schedule	
2.6.4	Deliverables	
2.6.5	Service Interruptions	
2.6.6	NAVFAC MAXIMO	

0100000 – General Information		
Spec Item	Title	Description
2.6.6.1	MAXIMO Data	
2.6.6.2	MAXIMO Method of Data Entry	
2.6.6.3	MAXIMO Access	
2.6.6.4	MAXIMO Training	
2.6.7	Quality Management System (QMS)	
2.6.7.1	Quality Management (QM) Plan	
2.6.7.2	Quality Inspection and Surveillance	
2.6.7.3	Quality Inspection and Surveillance Report	
2.6.8	Property Management Plan	
2.6.9	System and Equipment Replacement	
2.7	Personnel Requirements	
2.7.1	Key Personnel	
2.7.1.1	Project Manager (PM)	
2.7.1.2	Quality Manager	
2.7.1.3	Site Safety and Health Officer (SSHO)	
2.7.1.4	Environmental/Energy Manager	
2.7.2	Employee Requirements	
2.7.2.1	Employee Certification and Training	
2.7.2.2	Employee Appearance	
2.7.2.3	Employee Conduct	
2.7.2.4	Identification as Contractor Employee	
2.7.2.5	Removal of Employees	
2.7.2.6	Proof of Legal Residency	
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	
2.8	Security Requirements	
2.8.1	Employee Listing	
2.8.2	Vehicles	
2.8.3	Passes and Badges	
2.8.4	Access to Installation	
2.8.4.1	DBIDS Program	
2.8.4.2	DBIDS Credentials	
2.8.5	Access to Buildings	
2.8.6	Access Arrangements	
2.8.6.1	Escort Arrangement for Secured Areas	
2.8.7	Security Clearances	
2.8.8	Access to Sensitive Unclassified Information	
2.8.9	Access to Navy Marine Corps Intranet (NMCI)	
2.8.10	Employee Status	
2.9	Contractor Safety Program	
2.9.1	Accident Prevention Plan (APP)	
2.9.2	Activity Hazard Analysis (AHA)	
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans	
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	
2.9.3.2	Chemical Hazard Communication Program	
2.9.3.3	Confined Space Program	
2.9.3.4	Critical Lift Plan	
2.9.3.5	Fall Prevention and Protection Plan	
2.9.4	Crane Operations	
2.9.4.1	Crane Inspections	
2.9.4.2	Rigging Gear	

0100000 – General Information		
Spec Item	Title	Description
2.9.4.3	Crane Operators	
2.9.5	Accident and Damage Reporting	
2.9.5.1	Accident Reporting and Notification Criteria	
2.9.6	Fire Protection	
2.9.7	Monthly On-Site Labor Report	
2.9.8	OSHA Citations and Violations	
2.9.9	Safety Inspections and Monitoring	
2.9.10	Safety Certification	
2.9.11	Safety Apparel on Jobsites	
2.9.12	Emergency Medical Treatment	
2.9.13	Excavations	
2.10	Environmental Management and Sustainability	
2.10.1	Energy Management Program	
2.10.1.1	Water Conservation Plan	
2.10.1.2	Energy Efficient Products	
2.10.2	Environmental Protection	
2.10.2.1	Sampling, Testing and Laboratory Services	
2.10.2.2	ODS Requirements for Refrigerant Recycling	
2.10.2.3	Solid Waste Management and Recycling	
2.10.2.4	Non-Regulated Waste Disposal	
2.10.2.5	Regulated Waste Disposal	
2.10.2.6	Universal Waste	
2.10.2.7	Spill Prevention, Containment, and Clean-up	
2.10.2.8	Hazardous Material Management	
2.10.2.9	Protection of Endangered and Threatened Species (Flora and Fauna)	
2.10.2.10	Noise Control	
2.10.2.11	Salvage	
2.10.2.12	Asbestos Containing Material (ACM)	
2.10.2.13	Clean Air Act (CAA)	
2.10.3	Sustainable Procurement and Practices	
2.10.3.1	Environmentally Preferable Products	
2.10.3.2	Use of Recovered Materials	
2.10.3.3	Use of Biobased Products	
2.11	Disaster Preparedness	
2.12	Technical Library	
2.13	Warranty Management	
2.14	Recurring Work Procedures	
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations	
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINS)	
2.15	Non-Recurring Work	
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	
2.15.1.1	Acceptance and Performance	
2.15.1.2	Invoicing and Receiving Payment	
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	
2.15.2.1	Non-recurring Preparation of Proposals	
2.15.2.1.1	Labor Requirements	
2.15.2.1.2	Material and Equipment Requirements	
2.15.2.2	Issuance of Final Task Order	
2.15.3	Non-Recurring Work ELINS	

0200000 - Management and Administration		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in (J-0200000-01) .
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in (J-0200000-02) .
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and sub-contractor teams, including senior management personnel must participate.

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President</p> <ul style="list-style-type: none"> * Project Manager * Quality Manager <p>Site Safety and Health Officer</p>
2.3.4	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.</p>
2.3.5	Insurance	<p>The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: Comprehensive General Liability: \$500,000 per occurrence Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers Other as required by state law
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Government Information Technology (IT) System	Additional information about NMCI may be obtained at http://www.eds.com/nmci .
2.3.8	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in (J-0200000-03) . The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.9	Invoicing Procedures	Refer to Invoice Form in (J-0200000-04) for sample.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in (J-0200000-05-1 through J-0200000-05-4) .
2.4	Government-Furnished Property, Materials and Services	N/A to this contract.
2.4.1	Government-Furnished Facilities (GFF)	N/A to this contract.
2.4.2	Government-Furnished Utilities	The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to

0200000 - Management and Administration		
Spec Item	Title	Description
		electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.
2.4.3	Government-Furnished Materials (GFM)	N/A to this contract.
2.4.4	Government-Furnished Equipment (GFE)	N/A to this contract.
2.4.5	Government-Furnished Services (GFS)	N/A to this contract.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Safety Data Sheets (SDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.

0200000 - Management and Administration		
Spec Item	Title	Description
2.6.4	Deliverables	<p>Records and reports are specified in Sections C, F, H, I, J, and within the Directives, Instructions, and References. The Contractor shall submit accurate and complete documents within the specified timeframes. The Contractor shall revise/modify records and reports, as directed by the KO, at no additional cost to the Government.</p> <p>Government acceptance of deliverables shall not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p>
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers in accordance with local procedures. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, affected tenants and customers as soon as practicable.
2.6.6	NAVFAC MAXIMO	N/A to this contract.
2.6.6.1	MAXIMO Data	N/A to this contract.
2.6.6.2	MAXIMO Method of Data Entry	N/A to this contract.
2.6.6.3	MAXIMO Access	N/A to this contract.
2.6.6.4	MAXIMO Training	N/A to this contract.
2.6.7	Quality Management System (QMS)	<p>The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <ul style="list-style-type: none"> ... Accurate documentation of work processes, procedures, and output measures. ... A systematic procedure for assessing compliance with performance objectives and standards. ... Accurate documentation of quality inspections and surveillance conducted throughout the execution of work. ... Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.7.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> ... Policy and objectives of Quality Management System (QMS) ... Quality organization ... List of personnel ... Responsibilities & lines of authority ... Training and qualifications ... Approach to assuring quality of services provided and conformance with performance objectives and standards

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> ... Methods and procedures for effective planning, operation and control of processes and performance of work ... Procedures for inspection and surveillance of services ... Scheduling and performance of inspection and surveillance ... Measurement, data collection and analysis ... Corrective action, preventive action, and continuous improvement ... Oversight of subcontracted work Documentation and records management • Communication with government (customers)
2.6.7.2	Quality Inspection and Surveillance	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government’s regular working hours. The file shall be submitted to the KO after termination of the contract per Section F.
2.6.7.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor’s quality of performance.
2.6.8	Property Management Plan	N/A to this contract.
2.6.9	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.</p>
2.7.1.1	Project Manager (PM)	The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>the Government's regular working hours and shall be available onsite within one hour after the Government's regular working hours.</p> <p>The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate shall be on-site within during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:</p> <p>The Quality Manager shall have satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs. The Contractor is responsible for all of the cost incurred for the mandated safety training.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 30-hour construction safety class or equivalent. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience. The Contractor is responsible for all of the cost incurred for the mandated safety training.</p>
2.7.1.4	Environmental/ Energy Manager	N/A to this contract.
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of

0200000 - Management and Administration		
Spec Item	Title	Description
		all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished per Section F.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	<p>The following manpower reporting is required by NMCARS 5237.102.</p> <p>The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://doncmra.nmci.navy.mil.</p> <p>The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. Contracted services excluded from reporting are based on Product Service Codes (PSCs).</p> <p>The excluded PSCs are:</p> <ol style="list-style-type: none"> (1) W, Lease/Rental of Equipment; (2) X, Lease/Rental of Facilities; (3) Y, Construction of Structures and Facilities; (4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY; (5) S, Utilities ONLY; (6) V, Freight and Shipping ONLY. <p>Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil .
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	All Contractor personnel shall obtain access to the installation through enrollment and registration into the Defense Biometric Identification System (DBIDS). The Contractor shall provide the KO with the name of their designated Service Contractor Administrator (SCA) for enrollment in DBIDS. Once enrolled, the Contractor must provide the DBIDS Registrar with an approved employee list and then direct their employees to register into DBIDS.
2.8.4.1	DBIDS Program	DBIDS is an enterprise identity management and perimeter installation access control solution in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to three years, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. There are no fees associated with obtaining a DBIDS credential. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued DBIDS participation and installation access privileges. DBIDS access privileges will be immediately suspended or revoked if at any time a Contractor employee becomes ineligible.
2.8.4.2	DBIDS Credentials	Contractor employees shall furnish a completed copy of the SECNAV 5512/1 form to obtain the required background check and visit the local Navy Installation Visitor Control Center to obtain a DBIDS credential once approved. The SECNAV 5512/1 form and additional information about DBIDS can be found at: https://www.cnic.navy.mil/om/dbids.html . The Contractor may initiate the adjudication process when a background screen failure results in disqualification from participation in DBIDS and the Contractor employees do not agree with the reason for disqualification. The Contractor may also apply for a waiver when a background screening failure

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>results in disqualification from participation in DBIDS. The Commanding Officer will be the final waiver determination authority.</p> <p>The Contractor shall immediately collect employee DBIDS credentials and notify the KO in writing:</p> <ol style="list-style-type: none"> (1) That an employee has departed the company without having properly returned or surrendered their DBIDS credentials. (2) That there is a reasonable basis to conclude that an employee, or former employee, might pose a risk, compromise, or threat to the safety or security of the installation or anyone therein.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for Secured Areas	<p>The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contact if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.</p>
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Sensitive Unclassified Information	The Contractor personnel whose work involves access to sensitive unclassified information shall undergo a National Agency Check Investigation (NACI) to verify their suitability. If the Contractor personnel currently have a favorably adjudicated NACI the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS).

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-85 form on line for an NACI. The Security Manager will determine suitability. Upon a favorable NACI, the Contractor personnel shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements, applicant fingerprint card (FD87), and an OF-306 Declaration for Federal Employment per Section F. The Contractor shall be responsible for providing the fingerprint card.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
2.8.9	Access to Navy Marine Corps Intranet (NMCI)	The Contractor may be required to access Navy Marine Corps Intranet (NMCI). Prior to being granted access to NMCI, Contractor employees shall obtain a CAC in accordance with security requirements, successfully complete required training, submit a Systems Authorization Access Request (SAAR) Form, and meet all eligibility requirements.
2.8.10	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	<p>The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.</p> <p>Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.</p>
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSSH and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the abbreviated format and include as a minimum, elements addressed in paragraph 11 of Appendix A of EM 385-1-1."</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and applicable compliance plans, programs, and procedures as specified below.</p> <p>The Contractor shall not commence work until the APP has been accepted and no activity shall be started on site until the applicable AHAs and compliance plans have been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for nonrecurring and one-time (e.g., Non-recurring task orders) work occurrences shall be submitted at least two working days prior to start of work.</p> <p>Specifically:</p> <ul style="list-style-type: none"> • For Recurring contract modifications where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. • For combination Recurring/Non-recurring contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the recurring services. <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> • The steps of the service process; <ul style="list-style-type: none"> Identify potential hazards that exist as a result of the Contractor's service process within the environment; • Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment; • Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment; • Inspection requirements to assure service activity is safe; and • Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment. <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans	<p>Based on a risk assessment of recurring and non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans, as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p> <p>These plans shall be submitted with the APP and shall be updated as situations change. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract.</p>
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.

0200000 - Management and Administration		
Spec Item	Title	Description
2.9.3.2	Chemical Hazard Communication Program	N/A to this contract.
2.9.3.3	Confined Space Program	N/A to this contract.
2.9.3.4	Critical Lift Plan	N/A to this contract.
2.9.3.5	Fall Prevention and Protection Plan	N/A to this contract.
2.9.4	Crane Operations	N/A to this contract.
2.9.4.1	Crane Inspections	N/A to this contract.
2.9.4.2	Rigging Gear	N/A to this contract.
2.9.4.3	Crane Operators	N/A to this contract.
2.9.5	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); weight or load handling equipment (LHE) or rigging; fall-from-height (any level other than same surface); and underwater diving. These mishaps shall be investigated in depth to identify all causes and to recommend hazard control measures.</p> <p>Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F. Required or special forms are provided within the Forms in (J-0200000-05-1).</p> <p>For any weight handling equipment accident (including rigging gear accidents) the Contractor shall conduct an accident investigation to establish the root cause(s) of the accident and comply with additional requirements and procedures for accidents in accordance with NAVFAC P-307, Section 12. The Contractor shall submit a WHE Accident Report (Crane and Rigging Gear) per Section F. No crane operations are allowed to proceed until cause</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>For a near miss involving crane or rigging operations, the Contractor shall report verbally to the Contracting Officer as soon as management becomes aware but not later than 4 hours of such event and comply with additional requirements and procedures for near-misses in accordance with NAVFAC P-307, Section 12. A near miss occurs when an accident was avoided by mere chance or when intervention prevented an ongoing sequence of events that would have resulted in an accident (e.g. unplanned encroachment, improper crane set-up, improperly rigged load, etc.). The Contractor shall submit a Crane and Rigging Gear Near Miss Report per Section F.</p>
2.9.5.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the length of the illness; 2) Days away from work (any time lost after day of injury/illness onset); 3) Restricted work; 4) Transfer to another job; 5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above. <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p> <p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.) The</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		Motor Vehicle Accident Report form is provided within the Forms in (J-0200000-05-2) .
2.9.6	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.7	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.8	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and submit a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.9	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure: The site is safe and free of job-site hazards</p> <ul style="list-style-type: none"> ... Proper PPE is being utilized and worn. ... Safe work practices and processes are being followed. ... Workers are familiar with the hazards covered in the respective AHA for that work activity. ... All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.10	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.

0200000 - Management and Administration		
Spec Item	Title	Description
2.9.11	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.
2.9.12	Emergency Medical Treatment	Contractor will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.
2.9.13	Excavations	<p>Soil classification must be performed by a competent person in accordance with 29 CFR 1926 and EM 385-1-1.</p> <p>The Contractor shall provide a third party, independent, private utility locating company to positively identify underground utilities in the work area in addition to any station locating service and coordinated with the station utility department.</p> <p>The Contractor shall physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent work is expected to come within 3 feet of the underground system.</p> <p>Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever contract work involves chipping, saw cutting, or core drilling through concrete, bituminous asphalt or other impervious surfaces, the existing utility location shall be coordinated with station utility departments in addition to location and depth verification by a third party, independent, private locating company. The third party, independent, private locating company must locate utility depth by use of Ground Penetrating Radar (GPR), X-ray, bore scope, or ultrasound prior to the start of work. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the Contractor from meeting this requirement.</p>
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> ... Reduce purchase and use of toxic and hazardous materials; ... Expand purchase of green products and services; increase recycling; ... Reduce energy and water use; ... Increase use of alternative fuels and renewable energy; ... Integrate green building concepts in major renovations and new construction; ... Prevent pollution at the source; and ... Continual improvement. <p>Policy:</p> <ul style="list-style-type: none"> ... Protect public health and the environment by being an environmentally responsible member of the community; ... Preserve our natural, historic and cultural resources; ... Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>... Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities;</p> <p>... Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;</p> <p>... Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</p> <p>... Enhance our program as we develop and implement an Environmental Management System; and</p> <p>... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</p> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	N/A to this contract.
2.10.1.1	Water Conservation Plan	N/A to this contract.
2.10.1.2	Energy Efficient Products	N/A to this contract.
2.10.2	Environmental Protection	<p>The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
2.10.2.1	Sampling, Testing and Laboratory Services	N/A to this contract.
2.10.2.2	ODS Requirements for Refrigerant Recycling	N/A to this contract.
2.10.2.3	Solid Waste Management and Recycling	N/A to this contract.
2.10.2.4	Non-Regulated Waste Disposal	N/A to this contract.
2.10.2.5	Regulated Waste Disposal	N/A to this contract.
2.10.2.6	Universal Waste	N/A to this contract.
2.10.2.7	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations and with the Installation Spill Control Plan provided in (J-0200000-05-3) at no additional cost to the Government.
2.10.2.8	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log per Section F following the format provided in (J-0200000-05-4).</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Safety Data Sheets (SDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p> <p>Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
2.10.2.9	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.10	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.11	Salvage	N/A to this contract.
2.10.2.12	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and submit a written ACM Notification within 24 hours per Section F.
2.10.2.13	Clean Air Act (CAA)	N/A to this contract.
2.10.3	Sustainable Procurement and Practices	N/A to this contract.
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</p>
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- Affirmative Procurement of BIOBASED

0200000 - Management and Administration		
Spec Item	Title	Description
		Products Under Service And Construction Contracts. Information about these products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Instruction contingency response plan. The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Technical Library	N/A to this contract.
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	Recurring Work Procedures	
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations	The Contractor is fully responsible for work up to the recurring work limits. Recurring work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the recurring work limits, the Contractor shall notify the KO within two hours of identification for further direction. The Government may issue a task order in accordance with the non-recurring work portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINs)	Recurring work ELINS are provided in (J-0200000-07) .
2.15	Non-recurring Work	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per Section G requirements in Section H. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform non-recurring work via an electronic medium with supported commands. DoD FedMall is not authorized for this NAVFAC contract. The Contractor shall submit a report of all non-recurring work quantities ordered via electronic medium monthly per Section F.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed Task orders will be made using the WIDE AREA WORKFLOW (WAWF) . Reference "payment by third party" clause FAR 52.232-36 is not authorized. The Contractor shall possess the capability to invoice and receive payment for non-recurring work via an electronic medium with supported command representatives utilizing WAWF. No partial or advance payments will be provided.

0200000 - Management and Administration		
Spec Item	Title	Description
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the fixed price for the task order.
2.15.2.1	Non-recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a non-recurring work proposal to the KO, per Section F, within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the recurring work portion of the contract. The direct material price will be multiplied by the Contractor's non-recurring work material fixed burden rate.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	Non-recurring work ELINS	Non-recurring Work ELINs are provided in (J-0200000-07) .

1503020 – Pest Control Services		Table of Contents
Spec Item	Title	
1	General Information	
1.1	Concept of Operations	
2	Management and Administration	
2.1	Definitions and Acronyms	
2.2	Personnel	
2.2.1	Certification, Training, and Licensing	
2.3	Special Requirements	
2.3.1	Business Licensing	
2.3.2	Permits	
2.3.3	Vehicles	
2.3.4	Equipment	
2.3.5	Pesticides	
2.3.6	Disposal	
2.3.7	Spills and Decontamination	
2.3.8	On-Site Mixing of Pesticides	
2.3.9	On-Site Materials Storage	
2.3.10	Occupied Spaces	
2.3.11	Personal Protective Equipment (PPE)	
2.4	References and Technical Documents	
2.4.1	Pesticide/Herbicide Operation Electronic Reporting Requirements	
3	FFP/Recurring Work	
3.1	Scheduled Pest Control	
3.1.1	Nuisance Pest Control	
3.1.2	Disease Vector or Health Pest Control	
3.1.3	Structure Damaging Pest Control (Treatment)	
3.1.4	Lawn, Turf and Ornamental Plant Pest Control	
3.1.5	Vegetation Management	
3.1.6	Vertebrate Pest Control	
3.2	Scheduled Pest Control Services, Mess Halls and MCCS Snack Bars	
3.2.1	Scheduled Pest Control Services, Exchanges, Retail Stores	
3.2.2	Scheduled Pest Control Services, DOD Schools	
3.2.3	Scheduled Pest Control Services, Training and OP's Towers	
3.2.4	Scheduled Pest Control Services, Bachelor Housing Division	
3.2.5	Scheduled Pest Control Services, Fire Stations at Camp Lejeune, New River Air Station, Camp Geiger, Camp Johnson, Stone Bay Rifle Range, Base Housing and Greater Sandy Run Area	
3.2.6	Scheduled Pest Control Services, Child Development Centers	
3.3	Retreatment of Pest Control Services	
3.3.1	Change of Occupancy Service	
3.3.2	Pest Control Trouble Calls	
3.4	Pest Management Reporting	
4	IDIQ/Non-recurring Work	
4.1	Bed Bug Treatment	
4.2	Nuisance Pest Control	

1503020- Pest Control Services		
Spec Item	Title	Description
1	General Information	The Contractor shall provide interior and exterior pest control services to prevent and control structural and medical arthropod and vertebrate pests, including but not limited to cockroaches, termites, ants, fleas, silverfish, mosquitoes, mice, rats, bees, wasps, pigeons, and nuisance birds at Marine Corps Base Camp Lejeune (including Marine Corps Air Station New River).
1.1	Concept of Operations	<p>The Contractor shall perform pest control services to prevent and control the following pests:</p> <p>--Nuisance, structural, lawn and ornamental, and medically-important arthropod and invertebrate pests</p> <ul style="list-style-type: none"> 0 cockroaches 0 termites 0 bees 0 wasps 0 ants 0 fleas 0 silverfish 0 stored product pests 0 mosquitoes <p>--Vertebrate pests</p> <ul style="list-style-type: none"> 0 mice 0 rats 0 bats 0 feral dogs and cats 0 other nuisance mammals, <p>Pigeons and other nuisance birds.</p>

1503020 –Pest Control Services		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1503020-01 .
2.2	Personnel	The Contractor shall provide personnel with qualifications, technical knowledge, experience and skills required for efficient operations within the pest control function.
2.2.1	Certification, Training, and Licensing	The contractor shall have all licenses, certifications and permits required by state and Federal laws and regulations to accomplish the services described in the contract. All Contractor personnel who apply pesticides shall be certified by the North Carolina in the categories required to perform the work specified in this contract. All work performed shall be in accordance with Federal, state, and local laws, and installation regulations. Proof of certification shall be provided to the KO 15 days prior to the start of work, per Section F.
2.3	Special Requirements	
2.3.1	Business Licensing	The Contractor shall possess a business license issued by the State of North Carolina to provide pest control services. Proof of local/state licensing shall be provided per Section F.
2.3.2	Permits	The Contractor shall obtain all necessary permits required to perform the work in this contract. Permits include permits required by Federal, state, or local laws and regulations. A copy of any applicable permit shall be provided per Section F.
2.3.3	Vehicles	Vehicles used to transport pesticides shall be equipped with a fire extinguisher, a spill containment kit capable of containing any potential pesticide spill, an emergency eye wash station, at least two gallons of emergency wash water for personal decontamination, and a first aid kit. All pesticides carried on vehicles shall be stored in a locked compartment separate from the cab of the vehicle. Vehicles shall not be left unattended at any time unless properly locked and secured. Pest control vehicles shall be marked with the owner's or Contractor's name clearly identified as a pest control vehicle per state regulations. Each vehicle shall display applicable state or federal department of transportation or agency placard and other identification markings as required by Federal, state, or local regulations. All vehicles shall be maintained with a clean and orderly appearance, free from pesticide residues or grime buildup. Vehicles shall not be cleaned, washed, or rinsed on Government property.
2.3.4	Equipment	<p>The Contractor shall provide repair and maintenance as necessary to keep all equipment in good operating condition, and take appropriate action regarding the following:</p> <p>All tanks, hoses, pumps, control valves, and gauges shall be free of visible deterioration, shall not leak, and shall operate at the manufacturer's recommended rates and pressures. Equipment that has failed shall be replaced and/or repaired by the Contractor prior to resuming operations.</p> <p>Screens, strainers, and filters shall be used and maintained in accordance with the pump, sprayer, and nozzle manufacturer's instructions.</p> <p>Spray nozzles shall deliver spray patterns as specified by the nozzle manufacturer. Nozzles that become clogged or eroded shall be repaired or replaced by the Contractor prior to resuming operations.</p>

1503020 –Pest Control Services		
Spec Item	Title	Description
		<p>Ultra-Low Volume (ULV) equipment shall be calibrated to assure proper flow rate and droplet size of pesticide as required by the label. ULV equipment shall be calibrated, including droplet size analysis, 15 days prior to start of work and thereafter every 90 days or 50 hours of use (or per manufacturer's recommendations) whichever comes first or when the machine is repaired. Calibration and droplet analysis reports, when required, shall be maintained on file and submitted to the KO with the monthly invoice, per Section F.</p> <p>All pesticide dispersal equipment, including bait stations and trays, shall be clearly and plainly marked with "DANGER"... "PESTICIDES", or as required by applicable regulations.</p> <p>Specific equipment requirements relevant to individual Pest Groups will be further delineated in the Pest Group Requirements in Section J.</p>
2.3.5	Pesticides	<p>All pesticides must be used in accordance with Federal, state, local laws, and installation regulations, and any requirements identified in attachments. All pesticides shall be procured, processed, handled, and applied in strict accordance with the manufacturer's label. All pesticides shall be registered with the EPA and the State of North Carolina pesticide regulatory agency.</p> <p>The Contractor shall maintain a label and SDS book of pesticides used, and have it readily available for the KO's inspection at all times.</p> <p>All pesticides used by the Contractor shall be registered with the EPA and applicable state lead agency for the use intended. The pesticides that are approved for use at MCB Camp Lejeune, J-1503020-02 is provided. If the Contractor proposes to use pesticides not listed in J-1503020-03 (Planned Pesticide Use Sheet) including labels and Safety Data Sheets (SDS) for each pesticide intended to be used, shall be submitted with the Contractor's proposal. Approvals may be made and limited to specific pests/sites. Any proposed changes in pesticide usage shall be submitted to the KO for approval at least five business days in advance of the anticipated use.</p>
2.3.6	Disposal	<p>All pesticides, rinse water, and containers shall be disposed of per pesticide label directions. The Contractor shall dispose of any pesticides, pesticide containers, pesticide residue, pesticide rinse water, or any pesticide contaminated articles at an authorized disposal area off-site from the installation.</p>
2.3.7	Spills and Decontamination	<p>In the event of a pesticide spill (regardless of the size of the spill) the Contractor shall immediately call 911 and provide the location of the spill and the type and amount of chemical spilled to the Base Fire Protection Division. After calling 911, the Contractor shall call the KO. The Contractor shall contain the spill if possible using the tools in the spill kit and standby until the Fire Department arrives on site.</p>
2.3.8	On-Site Mixing	<p>The Contractor shall not mix pesticides on Government property unless specifically authorized by the KO. If mixing is authorized, it shall be done at an approved Government furnished facility or over an approved containment device. All water sources shall be equipped with proper back-flow prevention devices. An air gap shall be maintained between the water source and the pesticide tank.</p>
2.3.9	On-Site Materials Storage	<p>The Contractor shall not store pesticides on Government property unless specifically authorized by the KO. If storage is authorized, it shall be done at an approved Government furnished facility, if available. If a Government</p>

1503020 –Pest Control Services		
Spec Item	Title	Description
		furnished facility is not available, the contractor shall furnish an approved storage facility.
2.3.10	Occupied Spaces	Liquid or aerosol pesticides shall not be applied in occupied spaces when people are present. Dust pesticide formulations shall not be applied in occupied spaces if the dust can be carried by air currents to people. Gel baits, cockroach, rodent, and ant bait stations, or other pesticide formulations that do not volatilize or drift in air currents may be applied in occupied spaces.
2.3.11	Personal Protective Equipment (PPE)	The Contractor shall provide PPE to each of their pest control applicators. This equipment shall include, at a minimum, the PPE required by the pesticide label and SDS.
2.4	References and Technical Documents	References and Technical Documents are listed in J-1503020-04 .
2.4.1	Pesticide/Herbicide Operation Electronic Reporting Requirements	<p>The Contractor shall use the NAVFAC PMC approved/provided on-line reporting system to provide a summary printout electronic copy of the data.</p> <p>The website for the system is; http://clients.saic.com/Pestmanagement.net. The regional NAVFAC Applied Biology Center should be contacted to obtain a password and instructions to use the system. For a Username/Password call 757-322-4254. The report shall include individual daily records of all pesticide or herbicide use.</p> <p>The Contractor shall report all herbicide/pesticide used to the NAVFAC PMC approved/provided on-line reporting system to provide a summary printout electronic copy of the data after each service per Section F.</p>

1503020 – Facility Investment – Pest Control Services				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP/Recurring Work	The Contractor shall provide pest control services to ensure pests are controlled in a proper and timely manner.	<p>The Contractor shall comply with applicable DoD and OPNAV Instructions, Federal, state, and local regulations, and with the Approved Pesticide List for Camp Lejeune, NC is provided in J-1503020-02.</p> <p>The Contractor shall develop and execute a Contractor's Work Plan (CWP) for pest control. The CWP shall adhere to applicable References and Technical Documents contained in J-1503020-04 and the Guidance for Contractor Work Plan provided in J-1503020-05. The CWP shall be submitted per Section F.</p> <p>The Contractor shall report conditions that promote or are conducive to pest infestations. These include sanitation problems, improper food storage practices, inadequate exclusion policies, or damaged or missing exclusion devices or the like. The Contractor shall report these deficiencies to the KO within one working day after citing conditions. Report must be legible and can be done electronically or hand-written.</p>	Pests are controlled as specified in the Pest Group Requirements in Section J.
3.1	Scheduled Pest Control	The Contractor shall provide scheduled pest control services to ensure the appearance and infestation of pests are controlled in a proper and timely manner.	<p>Scheduled pest control services shall include both inspection and treatment of the following categories of pests: nuisance pests, disease vector and health pests, structure damaging pests, and vertebrate pests.</p> <p>The Contractor shall perform pest control for disease vectors and pests that may adversely affect the DoD mission and military operations; the health and wellbeing of people; and structures, material, and property.</p>	<p>Applicable performance standards provided in J-1503020-07 are maintained.</p> <p>Pests are controlled to levels and within times specified.</p> <p>Pest surveys are conducted at frequencies specified.</p> <p>Pest survey reports received within times specified.</p>
3.1.1	Nuisance Pest Control	The Contractor shall control disease vector or health pests to ensure facilities and	The Contractor shall perform scheduled pest control for Disease Vector or Health Pests at the	Applicable performance standards provided in J-

1503020 – Facility Investment – Pest Control Services				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		breeding areas are free of disease vector or health pests.	<p>facilities listed on the Locations and Frequencies for Scheduled Work table in J-1503020-06.</p> <p>The following disease vector or health pests/pest areas shall be inspected and treated, as necessary, per the General Requirements and Performance Standards specified within Disease Vector or Health Pest Requirements in J-1503020-07.</p>	<p>1503020-07 are maintained.</p> <p>Pests are controlled to levels and within times specified.</p> <p>Pest surveys are conducted at frequencies specified.</p> <p>Pest survey reports received within times specified.</p>
3.1.2	Disease Vector or Health Pest Control	The Contractor shall control disease vector or health pests to ensure facilities and breeding areas are free of disease vector or health pests.	<p>The Contractor shall perform scheduled pest control for Disease Vector or Health Pests at the facilities listed on the Locations for Scheduled Work specified in J-1503020-06.</p> <p>The following disease vector or health pests/pest areas shall be inspected and treated, as necessary, per the General Requirements and Performance Standards specified within Disease Vector or Health Pest Requirements in J-1503020-07.</p>	<p>Applicable performance standards provided in J-1503020-07 are maintained.</p> <p>Pests are controlled to levels and within times specified.</p> <p>Pest surveys are conducted at frequencies specified.</p> <p>Pest survey reports received within times specified.</p>
3.1.3	Structure Damaging Pest Control (Treatment)	The Contractor shall provide scheduled pest control services to ensure the appearance and infestation of pests are controlled in a proper and timely manner.	<p>Scheduled pest control services shall include both inspection and treatment of the following categories of pests: nuisance pests, disease vector and health pests, structure damaging pests, vegetation management, pests and vertebrate pests.</p> <p>The Contractor shall perform pest control for disease vectors and pests that may adversely affect the DOD mission and military operations; the health and well-being of people; and structures, materials, and property. Preventive applications of pesticide in the absence of a pest or signs/symptoms of a pest are prohibited except in cases, such as termite pretreatment, pre-emergency weed and mosquito larval control (in special circumstances, such as</p>	<p>Applicable performance standards provided in J-1503020-07 are maintained.</p> <p>Pests are controlled to levels and within times specified.</p> <p>Pest surveys are conducted at frequencies specified.</p> <p>Pest survey reports received within times specified.</p>

1503020 – Facility Investment – Pest Control Services				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			pre-flood), where it is an effective means of Integrated Pest Management (IPM).	
3.1.4	Lawn, Turf and Ornamental Plant Pest Control	N/A to this contract.		
3.1.5	Vegetation Management	N/A to this contract.		
3.1.6	Vertebrate Pest Control	The Contractor shall control vertebrate pests to ensure facilities are free of vertebrate pests.	<p>The Contractor shall perform scheduled pest control for Vertebrate Pests at the facilities listed on the Locations and Frequencies for Scheduled Work specified in J-1503020-06.</p> <p>The following vertebrate pests/pest areas shall be inspected and treated, as necessary, per the General Requirements and Performance Standards specified within Vertebrate Pest Requirements in J-1503020-07.</p>	<p>Applicable performance standards provided in J-1503020-07 are maintained.</p> <p>Pests are controlled to levels and within times specified.</p> <p>Pest surveys are conducted at frequencies specified.</p> <p>Pest survey reports received within times specified.</p>
3.2	Scheduled Pest Control Services, Mess Halls and MCCS Snack Bars	The Contractor shall provide timely scheduled pest control services to prevent the appearance and infestation of pests. Contractor shall report conditions conducive to pest infestation.	<p>The Contractor shall perform pest control in the areas listed on the Locations and Frequencies for Scheduled Work specified in J-1503020-06.</p> <p>Contractor shall control pests listed under J-1503020-07 for Pest Group Sheets.</p> <p>Mess Hall and MCCS Snack Bar floor plans J-1503020-08 are provided.</p>	<p>Applicable performance standards provided in J-1503020-07 are maintained.</p> <p>Specifically, as detailed in the applicable Pest Group Requirements in Section J. Pests are controlled to levels and within times specified.</p> <p>Pest surveys are conducted at frequencies specified.</p> <p>Pest survey reports received within times specified.</p>
3.2.1	Scheduled Pest Control Services, Exchanges, Retail Stores	The Contractor shall provide timely scheduled pest control services to prevent the appearance and infestation of pests.	The Contractor shall perform pest control in the areas listed on the Locations and Frequencies for Scheduled Work specified in J-1503020-06 .	Applicable performance standards provided in J-1503020-07 are maintained.

1503020 – Facility Investment – Pest Control Services				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		Contractor shall report conditions conducive to pest infestation.	Contractor shall control pests listed under J-1503020-07 for Pest Group Sheets. Exchanges and Retail Store floor plans J-1503020-09 are provided.	Specifically, as detailed in the applicable Pest Group Requirements in Section J. Pests are controlled to levels and within times specified. Pest surveys are conducted at frequencies specified. Pest survey reports received within times specified.
3.2.2	Scheduled Pest Control Services, DODEA Schools	The Contractor shall provide timely scheduled pest control services to prevent the appearance and infestation of pests. Contractor shall report conditions conducive to pest infestation.	The Contractor shall perform pest control in the areas listed on the Locations and Frequencies for Scheduled Work specified in J-1503020-06 . Contractor shall control pests listed under J-1503020-07 for Pest Group Sheets. DODEA School floor plans J-1503020-10 are provided.	Applicable performance standards provided in J-1503020-07 are maintained. Specifically, as detailed in the applicable Pest Group Requirements in Section J. Pests are controlled to levels and within times specified. Pest surveys are conducted at frequencies specified. Pest survey reports received within times specified.
3.2.3	Scheduled Pest Control Services, Training and Operations Range Towers	The Contractor shall provide timely scheduled pest control services to prevent the appearance and infestation of pests. Contractor shall report conditions conducive to pest infestation.	The Contractor shall perform pest control in the areas listed on the Locations and Frequencies for Scheduled Work specified in J-1503020-06 . Contractor shall control pest listed under J-1503020-07 for Pest Group Sheets. Training and Operations Range Towers and structures J-1503020-11 are provided.	Applicable performance standards provided in J-1503020-07 are maintained. Specifically, as detailed in the applicable Pest Group Requirements in Section J. Pests are controlled to levels and within times specified. Pest surveys are conducted at frequencies specified.

1503020 – Facility Investment – Pest Control Services				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
				Pest survey reports received within times specified.
3.2.4	Scheduled Pest Control Services, Bachelor Housing Divisions	<p>The Contractor shall provide timely scheduled pest control services to prevent the appearance and infestation of pests. Contractor shall report conditions conducive to pest infestation.</p> <p><u><i>All work to be done during the day. No afterhours work will be authorized.</i></u></p>	<p>The Contractor shall perform pest control in the areas listed on the Locations and Frequencies for Scheduled Work specified in J-1503020-06.</p> <p>Contractor shall control pests listed under J-1503020-07 for Pest Group Sheets.</p> <p>Bachelor Housing Division floor plans J-1503020-12 are provided.</p>	<p>Applicable performance standards provided in J-1503020-07 are maintained.</p> <p>Specifically, as detailed in the applicable Pest Group Requirements in Section J. Pests are controlled to levels and within times specified.</p> <p>Pest surveys are conducted at frequencies specified.</p> <p>Pest survey reports received within times specified.</p>
3.2.5	Scheduled Pest Control Services, Fire Stations at Camp Lejeune, New River Air Station, Camp Geiger, Camp Johnson, Stone Bay Rifle Range, Base Housing and Greater Sandy Run Area	<p>The Contractor shall provide timely scheduled pest control services to prevent the appearance and infestation of pests. Contractor shall report condition conducive to pest infestation.</p>	<p>The Contractor shall perform pest control in the areas listed on the Locations and Frequencies for Scheduled Work specified in J-1503020-06.</p> <p>Contractor shall control pests listed under J-1503020-07 for Pest Group Sheets.</p> <p>Fire Stations located at Camp Lejeune, New River Air Station, Camp Geiger, Camp Johnson, Stone Bay Rifle Range, Base Housing, and Greater Sandy Run J-1503020-13 are provided.</p>	<p>Applicable performance standards provided in J-1503020-07 are maintained.</p> <p>Specifically, as detailed in the applicable Pest Group Requirements in Section J. Pests are controlled to levels and within times specified.</p> <p>Pest surveys are conducted at frequencies specified.</p> <p>Pest survey reports received within times specified.</p>
3.2.6	Scheduled Pest Control Services, Child Development Centers	<p>The Contractor shall provide timely scheduled pest control services to prevent the appearance and infestation of pests. Contractor shall report condition conducive to pest infestation.</p>	<p>The Contractor shall perform pest control in the areas listed on the Locations and Frequencies for Scheduled Work specified in J-1503020-06.</p>	<p>Applicable performance standards provided in J-1503020-07 are maintained.</p> <p>Specifically, as detailed in the applicable Pest</p>

1503020 – Facility Investment – Pest Control Services				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Contractor shall control pests listed under J-1503020-07 for Pest Group Sheets.</p> <p>Child Development Center floor plans J-1503020-14 are provided.</p>	<p>Group Requirements in Section J.</p> <p>Pests are controlled to levels and within times specified.</p> <p>Pest surveys are conducted at frequencies specified.</p> <p>Pest survey reports received within times specified.</p>
3.3	Retreatment of Pest Control Services	The Contractor shall provide unscheduled pest control services to ensure the appearance and infestation of pests are controlled in a proper and timely manner per Section F.	<p>The following pests are often included in unscheduled service:</p> <p>1. Fire ants</p>	Pests are controlled to levels and within times specified in the corresponding pest group requirements in Section J.
3.3.1	Change of Occupancy Service	N/A to this contract.		

1503020 – Facility Investment – Pest Control Services				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.3.2	Pest Control Trouble Calls	The Contractor shall perform service trouble calls to ensure the appearance and infestations of pests are controlled in a proper and timely manner.	<p>The Contractor shall receive pest control trouble calls per the work reception requirements in Annex 2.</p> <p>The Contractor shall schedule and perform pest control trouble calls in a way that minimizes disruptions to customers and Government operations.</p> <p>The Contractor shall respond to pest control trouble calls in accordance with the response times stated for each pest group performance standard in Section J. Pest control trouble calls are limited to a FFP ceiling of 32 labor hours or \$750 in material cost. The Contractor shall survey the area to determine the level of infestation prior to performing treatment.</p> <p>The Government may combine multiple services requirements recently received for the same general area, e.g., floor, of a building or structure into a single trouble call provided the Contractor’s pest control trouble call limit of liability is not exceeded.</p> <p>Submit a monthly summary of completed pest control trouble calls per section F. Historical Information for Pest Control Trouble Calls is provided in J-1503020-15.</p>	Pests are controlled to levels and within times specified in the corresponding pest group requirements in Section J

1503020 – Facility Investment – Pest Control Services				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.4	Pest Management Reporting	The Contractor shall report pest management operations to ensure the effectiveness and safety of control efforts can be monitored in a proper and timely manner.	<p>The Contractor shall create and submit a completed electronic Pest Management Record for each pest management operation, both chemical and non-chemical, e.g., pest survey, pesticide application, trouble call, per section F.</p> <p>Refer to the Pest Management Operations Report J-1503020-15 for a sample of an online Pest Management Record and Instructions for Field Pest Management Record Form J-1503020-16 are provided.</p> <p>The Contractor shall submit the Pest Management Operations Report per Section F using the NAVFAC PPMC approved NAVFAC Online Pesticide Reporting System (NOPRS) located at https://clients.emainc.com/PestManagementNET/PesticideLogon.aspx. Contact the regional NAVFAC PPMC to obtain a password and tutorial instructions on how to use the system.</p>	Reports are accurate, complete and submitted within the time specified in each of the pest group requirements in Section J.
4	IDIQ/Non-recurring Work			
4.1	Bed Bug Treatment	The Contractor shall treat for bed bugs as required to ensure facilities are free of bed bugs.	Bed bugs shall be treated, as necessary, per the General Requirements and Performance Standards specified within Bed Bug Requirements in J-1503020-07 .	<p>Applicable performance standards provided in J-1503020-07 are maintained.</p> <p>Pests are controlled to levels and within times specified.</p> <p>Pest survey reports received within times specified.</p>

1503020 – Facility Investment – Pest Control Services				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.2	Nuisance Pest Control	The Contractor shall treat for Nuisance Pests as required to ensure facilities and breeding areas are free of Nuisance Pests.	Nuisance Pest areas shall be inspected and treated, as necessary, per the General Requirements and Performance Standards specified within Nuisance Pest Requirements in J-1503020-07 .	<p>Applicable performance standards provided in J-1503020-07 are maintained.</p> <p>Pests are controlled to levels and within times specified.</p> <p>Pest survey reports received within times specified.</p>

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable

to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

ANNEX DELIVERABLES

0200000 – Management and Administration

SECTION F: DELIVERIES OR PERFORMANCE

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1.2	N/A	Request to Work Outside Government's Regular Working Hours	At least seven calendar days prior to requested day.	KO and COR	1	As required
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO and COR	1	As specified
0200000/ 2.3.5	N/A	Certificate of Insurance	At least 30 calendar days prior to start of contract performance.	KO and COR	1	As specified
0200000/ 2.6.7.1	N/A	Quality Management Plan	At least 30 calendar days prior to start of contract performance and within 15 calendar days prior to any changes.	KO and COR	1	As specified
0200000/ 2.6.7.2	N/A	QC Inspection File	Within five calendar days of completion/ termination of the contract.	KO and COR	1	As specified
0200000/ 2.6.7.3	N/A	Contractor Quality Inspection and Surveillance Report	First work day of each month.	KO and COR	1	Monthly
0200000/ 2.6.8	N/A	Property Management Plan	At least 30 calendar days prior to start of contract performance.	KO and COR	1	As specified
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	At least 30 calendar days prior to start of contract performance.	KO and COR	1	As specified

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.7.1	N/A	Organizational Chart	At least 15 calendar days prior to start of contract performance.	KO and COR	1	As specified
0200000/ 2.7.2.6	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	KO and COR	1	As specified
0200000/ 2.7.3	N/A	Contractor Labor Hours (eCMRA) Report	No later than 31 October.	https://doncmra.nmci.navy.mil	1	Annually for labor executed during the period of performanc e during each Governmen t fiscal year (FY)
0200000/ 2.8.1	N/A	Employee List	Upon request.	KO and COR	1	As required
0200000/ 2.9.1	N/A	Accident Prevention Plan	At least 30 calendar days prior to start of contract performance and 15 calendar days prior to any changes.	KO and COR	1	As specified
0200000/ 2.9.2	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO and COR	1	As specified
0200000/ 2.9.3	N/A	Compliance Plans, Programs, and Procedures	Together with the Accident Prevention Plan and for changes.	KO and COR	1	As specified
0200000/ 2.9.5	J-0200000-05- 1	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO and COR	1	As required
0200000/ 2.9.5	J-0200000-05- 2	Motor Vehicle Accident Report	Within 15 working days of accident.	KO and COR	1	As required
0200000/ 2.9.7	N/A	Monthly On-Site Labor Report	First work day of each month.	KO and COR	1	Monthly

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.9.8	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO and COR	1	As required
0200000/ 2.9.10	N/A	Safety Certifications	At least 15 calendar days prior to start of contract performance and prior to expiration of certifications.	KO and COR	1	As specified
0200000/ 2.10.2.7	J-1503010-05- 3	Spill Report	Within 48 hours of spill occurrence	KO and COR	1	As required
0200000/ 2.10.2.8	N/A	Emergency Planning and Community Right- To-Know Act (EPCRA) Report	At least 15 calendar days prior to start of contract performance and not less than 10 working days prior to planned use of hazardous material.	KO and COR	2	As specified
0200000/ 2.10.2.8	J-0200000-05- 4	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	KO and COR	2	Annually
0200000/ 2.10.2.12	N/A	Asbestos Containing Material (ACM)	Written notification within 24 hours of discovery	KO and COR	2	As specified
0200000/ 2.10.3	N/A	Sustainable Delivery of Services Report	Within five calendar days after each contract period.	KO and COR	1	Annually

Section F – 0200000 Management and Administration						
DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.10.3.2	N/A	Recovered Material Certification	As specified	KO and COR	1	When a product containing recovered materials is equal to or better than the original and could be used.
0200000/ 2.14.1	N/A	Detailed Scope of Work and Detailed Estimate	Within two work days	KO and COR	2	As required
0200000/ 2.15.2.1	N/A	Non-Recurring Work Proposals	Within two working days following receipt of request	KO and COR	1	As required

1503020 – Pest Control

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/Spec Item	Form Attache nt Number	Deliverable Title	Date(s) of Submission	Distribution		Frequenc y
				Orig inal/ Copi es	Number of Copies (including original)	
1503020/2.2.1	N/A	Copy of State Certification for Contractor Personnel	15 calendar days prior to start of work. Copies of renewed certifications shall also be submitted.	KO	2	As required
1503020/2.3.1	N/A	Copy of Local/State Business License	Prior to contract award. Copies of renewed licenses shall also be submitted.	KO	2	1 per state
1503020/2.3.2	N/A	Permits	5 days prior to the start of work requiring permits.	KO	2	As required

DELIVERABLES						
Annex/Spec Item	Form Attachment Number	Deliverable Title	Date(s) of Submission	Distribution		Frequency
				Original/Copies	Number of Copies (including original)	
1503020/2.3.4	N/A	Ultra-Low Volume (ULV) Equipment Calibration and Droplet Analysis Report	15 days prior to the start of work and thereafter every 50 hours of ULV equipment use.	KO	2	As required
1503020/2.3.5	N/A	Planned Pesticide Use Sheets including Pesticide Labels and Safety Data Sheets (SDS)	With the proposal. Note: Any proposed changes in pesticide usage shall be submitted for KO approval at least 5 business days in advance of pesticide use.	KO	2	1 for each pesticide per pest as required
1503020/3	N/A	Contractor's Work Plan	15 days after award	PAR	1	Annually
1503020/3.2	Pest Control Trouble Calls	Monthly Summary of Completed Pest Control Trouble Calls	Monthly	PAR	1	Monthly
1503020/3.3		Report of Pest Management Operations	Electronically once per month by the 15th of the following month (Example: July data must be submitted by August 15).	KO	2	Monthly

Instructions for Contractor's Work Plan

The CWP shall adhere to applicable publications and directives contained in **J-1503020-04** (References and Technical Documents). The CWP will require approval by the Contracting Officer (KO). The CWP shall establish the strategy and methods for conducting a safe, effective, and environmentally sound pest management program in compliance with these specifications. Prospective contractors may review the installation's historical records of pest activity and abatement actions, survey facilities and grounds, and consult with the Installation PMC in development of a plan. The CWP shall address continuous monitoring, pest response and removal procedures, record keeping, warranties, education and communication to installation personnel to prevent pests and disease vectors, bird control on applicable airfields and in hangars, etc. The IPM approach should use targeted (i.e., effective, environmentally sound) methods including habitat/facility modification, biological/genetic/cultural control, mechanical/physical control, and where necessary, the judicious use of least hazardous pesticides. The CWP shall include labels, SDS sheets, and planned pesticide use sheets and comply with all applicable local, state, and Federal regulations, and the IPMP.

Instructions for Field Pest Management Record Form

The Contractor shall use the NAVFAC PPMC approved/provided on-line reporting system to provide a summary printout electronic copy of the data. The website is: <https://clients.emainc.com/dcs/pestmanagement/PesticideLogon.asp>. The regional NAVFAC Applied Biology Center should be contacted to obtain a password and instructions to use the system. The report shall include individual daily records of all pest control operations, both chemical and non-chemical, including surveys. Records should be electronically submitted on a monthly basis to the KO by the 15th day of the month in Microsoft Excel (1997 or later version) via diskette, e-mail attachment, etc. **J-1503020-16** (Field Pest Management Record Form) may be used as a field data entry sheet at the contractor's discretion.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause--

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price

Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

NAVY CONSTRUCTION/FACILITIES/MANAGEMENT INVOICE

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

FOR SERVICES N44249

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

NOT APPLICABLE

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40085
Admin DoDAAC**	N40085
Inspect By DoDAAC	N44249
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N44249
LPO DoDAAC	N44249
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact. **WAWF help desk.**

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. Payment schedules will be discuss with assigned Contract Specialist.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

CONTRACT PAYMENT PROCEDURES, in accordance with PGI 204.7108(b)(2):

For additional Payment instructions refer to the following table at:

https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.207-5	Option To Purchase Equipment	FEB 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.213-2	Invoices	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-6 Alt I	Notice of Total Small Business Set-Aside (NOV 2020) Alternate I	MAR 2020
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.224-1	Privacy Act Notification	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.241-1	Electric Service Territory Compliance Representation	MAY 1999
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7008	Only One Offer	JUL 2019
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7048	Export-Controlled Items	JUN 2013

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- (d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of clause)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

- (a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[] Yes or [] No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name: _____

(Do not use a "doing business as" name)

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [___] will, [___] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [___] does, [___] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the

Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the order awarded through the completion date of the order as issued.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

Firm-Fixed Price Recurring Services:						
Provide Prices To Perform Pest Control Services In Accordance With Section C, SPEC ITEM 3, Optional Extension Of Services, CLIN 0011 and ELINS F011AA - F011GK (NTE Extended Service Period) are the same line items in the 4th Option CLIN 0009 ELINS.						
ELIN	DESCRIPTION - 1502000 FACILITY INVESTMENT	QTY	U/I	Freq.	U/P	TOTAL AMOUNT
CLIN 0011						
F011AA - F011GK 1-month	Same Line Items as Fourth Option ELINS E009AA - E009GK. Contractor shall provide one month (30 days) the cost of the 4th Option services for their pricing	1	LS	1		\$ -
	Estimated Cost Includes: Labor, Materials, and Equipment					
F011AA - F011GK 3-month	Same Line Items as Fourth Option ELINS E009AA - E009GK, Contractor shall provide a third (1/3) Cost of the 4th Option services for their pricing.	1	LS	3		\$ -
	Estimated Cost Includes: Labor, Materials, and Equipment					
F011AA - F011GK 6-month	Same Line Items as Fourth Option ELINS E009AA - E009GK. Contractor shall provide a half (1/2) Cost of the 4th Option services for their pricing.	1	LS	6		\$ -
	Estimated Cost Includes: Labor, Materials, and Equipment					
Fourth Option ELINS Extension F011AA - F011GK						

NON-Recurring Services:						
Prices To Perform Pest Control Services In Accordance With Section C, SPEC ITEM 4, Optional Extension Of Services, Non-Recurring Services, CLIN 0012 and EINS G012AA - G012GE (NTE Extended Service Period) are the same line items In the 4th Option CLIN 0010 ELINS.						
ELIN	DESCRIPTION - 1502000 FACILITY INVESTMENT	QTY	U/I	Freq.	U/P	TOTAL AMOUNT
CLIN 0012						
G012AA - G012GE 1-month	Same Line Items as Fourth Option ELINS E010AA - E010AE. Contractor shall provide one month (30 days) the cost of the 4th Option services for their pricing	1	LS	1		\$ -
	Estimated Cost Includes: Labor, Materials, and Equipment					
G012AA - G012GE 3-month	Same Line Items as Fourth Option ELINS E010AA - E010AE, Contractor shall provide a third (1/3) Cost of the 4th Option services for their pricing.	1	LS	3		\$ -
	Estimated Cost Includes: Labor, Materials, and Equipment					
G012AA - G012GE 6-month	Same Line Items as Fourth Option ELINS E010AA - E010AE. Contractor shall provide a half (1/2) Cost of the 4th Option services for their pricing.	1	LS	6		\$ -
	Estimated Cost Includes: Labor, Materials, and Equipment					
Fourth Option ELINS Extension G012AA - G012GE						\$ -

The contractor shall provide pricing for the optional extension and the Contracting Officer may exercise the optional extension by written notice to the contractor within 60 days. This shall include the Firm-Fixed Price Recurring Services CLIN 0011 and the Non-recurring services CLIN 0012.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

(a) Definitions. As used in this provision--

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561710.

(2) The small business size standard is 15.5 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

(1) The offeror represents as part of its offer that--

(i) It [___] is, [___] is not a small business concern; or

(ii) It [___] is, [___] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [___] is, [___] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not a service-disabled veteran-owned small business concern; or

(ii) It [___] is, [___] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are--
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are--
 - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. “Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

X By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond Fiscal Year 2023. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond Fiscal Year 2023, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR

33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor 60 days. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does

not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/browse/index/far>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

NMCARS: <http://www.secnav.navy.mil/rda/DASN-P/Pages/NMCARS.aspx>

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 0001, 0003, 0005, 0007, and 0009 firm-fixed price line items and can be incrementally funded. For this/these item(s), the sum will be based upon the contract award amounts, if the total price is not presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent

period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$-- Base Year Award Amount

(month) (day), (year) \$---- First Option Amount

(month) (day), (year) \$---- Second Option Amount

(month) (day), (year) \$---- Third Option Amount

(End of clause)

252.225-7060

Prohibition on Certain Procurements From The Xinjiang Uyghur Autonomous Region (DEC 2022)

(a) *Definitions.* As used in this clause -

Forced Labor means all work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer themselves voluntarily.

Person means -

- (1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group; or
- (2) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) of this definition.

XUAR means the Xinjiang Uyghur Autonomous Region of the People's Republic of China.

(b) *Prohibition*. The Contractor shall not provide any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs throughout the entire period of performance of the contract.

(c) *Subcontracts*. The Contractor shall insert this clause, including this [paragraph \(c\)](#), without alteration other than to identify the appropriate parties, in subcontracts including subcontracts for commercial items and commercially available off-the-shelf items.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ANNEX TABLE OF CONTENTS

ANNEX 0200000 ATTACHMENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	DEFINITIONS AND ACRONYMS
J-0200000-02	WAGE DETERMINATIONS
J-0200000-03	DIRECTIVES, INSTRUCTIONS, AND REFERENCES
J-0200000-04	INVOICE FORM
J-0200000-05	FORMS
J-0200000-05-1	CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)
J-0200000-05-2	MOTOR VEHICLE ACCIDENT REPORT
J-0200000-05-3	CONTRACTOR HAZARDOUS MATERIAL INVENTORY LOG
J-0200000-06	CAMP LEJEUNE SANITARY INFORMAITON
J-0200000-07	ELINS
J-0200000-08	CORPORATE EXPERIENCE DATA SHEET (ATTACHMENT C)
J-0200000-09	PAST PERFORMANCE QUESTIONNAIRE (ATTACHMENT D)
J-0200000-10	CONTRACTOR'S SELF-PERFORMANCE CERTICATION & NOTIFCATION OF SUBCONTRACTING (ATTACHMENT E)
J-0200000-11	OSHA 300A SUMMARY OF WORK-RELATED INJURIES AND ILLNESSES (ATTACHMENT F)

ANNEX 1503020 ATTACHMENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1503020-01	DEFINITIONS AND ACRONYMS
J-1503020-02	APPROVED PESTICIDE LIST FOR CAMP LEJEUNE, NC
J-1503020-03	PLANNED PESTICIDE USE SHEET
J-1503020-04	REFERENCES AND TECHNICAL DOCUMENTS
J-1503020-05	GUIDANCE FOR CONTRACTOR WORK PLAN
J-1503020-06	LOCATIONS & FREQUENCIES FOR SCHEDULED WORK
J-1503020-07	PEST GROUP SHEETS
J-1503020-08	MCB & MCAS MESS HALL FLOOR PLANS
J-1503020-09	MCCS EXCHANGES AND RETAIL STORE FLOOR PLANS
J-1503020-10	DODEA SCHOOL FLOOR PLANS
J-1503020-11	TRAINING & OPS SITE LOCATIONS
J-1503020-12	BACHELOR HOUSING FLOOR PLANS
J-1503020-13	MCB & MCAS FIRE STATION FLOOR PLANS
J-1503020-14	MCB & MCAS CHILD DEVELOPMENT CENTER FLOOR PLANS
J-1503020-15	PEST MANAGEMENT OPERATIONS REPORT
J-1503020-16	INSTRUCTIONS FOR FIELD PEST MANAGEMENT RECORD FORM
J-1503020-17	PERFORMANCE ASSESSMENT PLAN (PAP)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-- Representation	JAN 2017
52.204-3	Taxpayer Identification	OCT 1998
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561710.

(2) The small business size standard is \$15,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021

CLAUSES INCORPORATED BY FULL TEXT

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, Regenia D. Guest (addressed as follows) by obtaining written and dated acknowledgment of receipt from Room 309, 1005 Michael Road, Camp Lejeune, North Carolina 28547

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

WWW.SAM.GOV

(End of provision)

252.225-7059

Prohibition on Certain Procurements From The Xinjiang Uyghur Autonomous Region - Certification (DEC 2022)

(a) *Definitions.* *Forced labor, person,* and *XUAR*, as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) *Prohibition.* DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on certain procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) *Certification.*

(1) The Offeror does does not certify that the Offeror has made a good faith effort to determine that forced labor from XUAR was not or will not be used in the performance of a contract resulting from this solicitation.

(2) Offerors who do not certify having made a good faith effort will not be eligible for award.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

EVALUATION FACTORS FOR AWARD**A. BASIS FOR AWARD**

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer..
2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals
3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.
4. In order to permit efficient competition, the Navy will utilize the following methodology. Proposals will initially be screened for price and placed in order (lowest price to highest price). The Navy will then evaluate the technical factors of the lowest priced proposal. In the event the proposal is deemed Unacceptable, the process described will be conducted again as many times as necessary, until such time as the Government identifies a technically acceptable proposal. The Navy will make award to the lowest priced technically acceptable proposal from among the lowest priced proposals. However, the Navy, at its sole discretion, reserves the right to increase the number of proposals it will review under this methodology. Accordingly, under this methodology, the technical factors of some proposals may not be evaluated by the Navy. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both technical and price) for the purpose of establishing a competitive range.
5. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

B. EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-price factors:

Factor 1 – Corporate Experience

Factor 2 – Safety
Factor 3 – Past Performance

Offeror MUST be evaluated as technically ACCEPTABLE under Factors 1, 2, and 3 in order to be considered technically acceptable overall and eligible for award.

NOTE: The distinction between Corporate Experience and Past Performance is Corporate Experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past Performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price:

(1) Solicitation Submittal Requirements:

Provide three hard copies and one (1) electronic copy (CD format) of the solicitation submittal requirements identified below. In the event of a discrepancy between the hard copies and CD-ROM, the CD-ROM electronic copy of the proposal will govern. Additionally, no pricing shall be included in the non-cost/price proposal. Any price information in the non-cost/price proposal will not be considered. Likewise, any non-cost/price information in the price proposal will not be considered.

(i) Executed SF33. Offeror shall insert its company name and address in Block #15, telephone number in Block #15 B, acknowledge all amendments in Block #14 (if applicable), name and title of person authorized to sign in Block #16, signature in Block #17, and offer date in Block #18 of the SF33. In addition, Offeror shall provide its Unique Entity Identifier (UEI) Number, CAGE code, and Federal Tax ID number with its proposal.

(ii) Section B, complete Lump totals of proposed CLIN pricing and all ELIN pricing for attachment J-0200000-07. Pricing shall be **rounded to only two decimal places**.

(iii) Offeror will follow instructions in Section L of the RFP for pricing submittals.

(iv) SAM registration. Offeror shall ensure current registration on the SAM Website, <https://www.SAM.gov>, including Annual Representations and Certifications are complete and updated for this procurement. If a Representation or Certification required by Section K of the RFP is not provided in SAM, include the representation or certification in your price proposal.

(i) VETS-4212 registration. Offeror shall ensure a current VETS-4212 report has been submitted to the Department of Labor (DOL), at <https://www.SAM.gov>, if the Offeror is required to submit. An email confirmation of submission can be requested for submission with priced proposal. If the Offeror is not required to submit a report to VETS-4212, include a brief statement and justification explaining why the Offeror is not required to submit a report. Visit the <https://www.SAM.gov> website for details concerning if your company is required to submit a VETS-4212 report and to request an email confirmation of submission.

ADDITIONAL INFORMATION TO BE SUBMITTED WITH PRICE PROPOSAL PACKAGE:

RESPONSIBILITY DETERMINATION INFORMATION – In order to be eligible for award, the offeror must be determined responsible in accordance with FAR Part 9, specifically 9.104-1, General Standards. In a separate tab, the offeror shall provide the following information in the price proposal package:

1. One (1) signed bank reference demonstrating adequate financial resources. If offeror's firm has a line of credit – provide information on how many figures offeror can borrow against the line of credit (i.e. medium 6 figures – exact line of credit is not required).
2. The offeror shall provide the latest three complete fiscal year financial statements for the prime contractor, certified by an independent accounting firm, if practicable, or signed by an authorized officer of the organization. Submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements, submit the latest three complete fiscal year financial statements for each company in the Joint Venture and discuss the financial responsibilities among the companies. The Government may also utilize Dun & Bradstreet reports to evaluate the financial capacity of the offeror.
3. Description of offeror's facilities and equipment.
4. Other offeror's work presently under contract.

Although required to be submitted with offeror's price proposal, this information will not be evaluated as part of the price proposal. This information is the basis of your firm's responsibility determination should your firm be considered for award.

(2) Basis of Evaluation:

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.”

Proposals will be evaluated for completeness and reasonableness as follows:

Completeness. All pricing information required by the solicitation has been provided, all mathematic computations are correct and the pricing application understood, prices are on an “all or none” basis, and failure to submit a price on an item or a number of items may cause this factor and the entire offer to be determined Unacceptable.

Reasonableness. Price analysis comparisons indicate the offered price to be fair and reasonable, balanced across option years, and balanced between fixed-price and IDIQ items.

Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined Unacceptable.

(b) Technical Factors:

Please note that the Government will not consider pages submitted beyond the page limits set forth below.

(1) **Factor 1, Corporate Experience:**

- (i) Solicitation Submittal Requirements:

- (a) Provide no more than four (4) pages, one-sided, single-spaced using 12-pitch font, explaining how your company will develop and execute a work plan, schedule services, control disease vector or health pests to control breeding of pest, and infestation of pest for the proposed requirements.
- ... Offeror shall identify the work that will be self-performed and work that will be performed by subcontract.
 - ... Offeror's shall address what percentage of work requirements will be accomplished in-house or by subcontractor in order to be in compliance with FAR 52.219-14, Limitations on Subcontracting (DEVIATION 2019-O0003), as set forth in the RFP.
 - ... Narrative should discuss work to be self-performed/subcontracted, equipment to be used, experience of the company in performing the proposed requirements, necessary licenses and certifications.
- (b) The offeror shall provide information for three (3), relevant projects that best demonstrate experience as a prime or subcontractor with projects that are similar to the Size and Scope/Complexity as defined below. The projects submitted must demonstrate performance within the past five (5) years (CY22, CY21, CY20, CY19, and CY18), each project must have a full year of performance completed from issuance of the solicitation or must have been completed within five years of the date of issuance of the solicitation.

Size: Each relevant project firm-fixed price services or non-recurring services lasting at least one year with a value of at least **\$200,000** or greater **annually**.

Scope/Complexity: Projects will be deemed relevant if they demonstrate the ability to provide: work such as interior and exterior pest control services to prevent and control structural and medical arthropod and vertebrate pests (e.g., cockroaches, termites, ants, fleas, silverfish, mosquitoes, mice, rats, bees, wasps, pigeons, bed bugs and nuisance birds). In the proposal, the offeror shall provide proof of license/certification from North Carolina Department of Agricultural and Consumer Commissioner: Phase "P" Control of Household Pest, Phase "W" Control of wood destroying Pest including Fungi, Phase "F" Fumigation. These license/certifications are issued in accordance with the provisions of Article 4C of Charter 106 of the General Statutes of North Carolina.

At least one relevant project must be completed by prime contractor. However, in accordance with 13 CFR 125.2(g), small business Offerors may utilize the prime contractor experience of a small business first-tier subcontractor(s) to demonstrate experience under this evaluation factor if that small business Offeror cannot independently satisfy the experience requirement as defined above. Considering 13 CFR 125.2(g), the Offeror or the small business Offeror's small business first-tier subcontractor shall have been the prime contractor on at least one (1) relevant project as defined above. In order to utilize the experience of a small business first-tier subcontractor(s), the offeror must specifically identify the proposed small business first-tier contractor(s) in its proposal in accordance with this Factor.

Projects must clearly demonstrate compliance with the timeframes above or the project may be considered Not Relevant. Also, projects completed outside of the stated timeframe will be considered Not Relevant. Ensure that the project description clearly addresses how the project meets the Size and Scope/Complexity requirements as delineated above, and clearly provides the yearly value or the project may be deemed Not Relevant.

A project is defined as an ongoing project performed under a contract for a period of at least one full year. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather offerors shall submit the work performed under a task order as a project. Projects which are not complete as of the date of issuance of this RFP shall not be considered by the SSEB.

The attached Corporate Experience Form (Attachment C) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form nor will the Government consider information submitted via any other

medium. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

If the offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. However, the offeror may submit relevant experience for each member of the JV if there is no relevant shared experience. If the Offeror is submitting experience for individual JV partners in which the company was a partner in a different Joint Venture entity, the Offeror must specifically address what portion of the work under the submitted project was performed by the JV partner offering on this contract and demonstrate that the work on the proposed project meets the Size, Scope, and Complexity as defined above, or the project will not be considered relevant. Offerors are still limited to a total of three (3) projects combined. Offerors proposing as a JV shall submit a signed JV agreement. For Mentor-Protégé Joint Ventures, the offeror shall submit the signed and U.S. Small Business Administration (SBA) approved Mentor-Protégé agreement

If an offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

Except as noted above, experience of proposed subcontractors will not be considered.

- (c) Offeror's shall address, their plan for having the necessary equipment and personnel in place to commence work on the contract start date.
- (d) Offeror's must demonstrate the ability to provide and maintain the criteria for pesticide usage plan as required in the RFP. Offerors shall address the method to apply pesticide treatments in designated living facilities, food grills, schools, exterior areas and describe how the Offeror would manage control of nuisance species.
- (e) Offeror's must demonstrate ability to maintain and manage licensed personnel to provide services as specified in the solicitation.

(ii) Basis of Evaluation:

The basis of evaluation will include the offeror's demonstrated experience and depth of experience in performing relevant projects as defined above in the solicitation submittal requirements. The assessment of the offeror's relevant experience will be used as a means of evaluating the capability of the offeror to successfully meet the requirements of the RFP. The Government will only review three (3) projects total. Any projects submitted in excess of the first three (3) will not be considered.

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP as described above or the project may be deemed not relevant.

(2) **Factor 2, Safety:**

(i) Solicitation Submittal Requirements:

The Offeror shall submit the following information: The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and Total Case Rate (TCR) for (CY22, CY21, CY20, CY19, and CY18), Calendar Years (CY), as well as a safety narrative, as described below. For a partnership or joint venture, the Offeror shall submit separate DART and TCR rates for the specified five (5) CY for each contractor who is part of the partnership/joint venture; however, only one safety narrative is required. Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

NOTE: DART and TCR shall not be submitted for subcontractors

1. DART Rate: Submit five (5) previous complete calendar years' [CY2022, CY2021, CY2020, CY2019, and CY2018] worth of data (not an overall average). If the Offeror has no DART rate, for any year, the offeror must affirmatively state so and explain why.

a. DART cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.

b. Calculation of DART rate: Multiply the total number of DART cases by 200,000, and then divide by the number of employee labor hours worked

$$\text{DART RATE} = \frac{\text{Number of DART Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

2. TCR Rate: Submit five (5) previous complete calendar [CY2022, CY2021, CY2020, CY2019, and CY2018] worth of data (not an overall average). If the Offeror has no TCR rate, for any year, the offeror must affirmatively state so and explain why.

a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.

b. Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked

$$\text{TCR RATE} = \frac{\text{Number of TCR Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

3. Technical Approach to Safety: Submit a narrative that addresses the following:

a. Describe the Offeror's approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

b. Describe the evaluation process used to select potential subcontractors.

c. Describe the processes of how the Offeror will oversee safety compliance of subcontractors at all levels throughout performance of the contract (to include the Offeror's own in-house workforce).

d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page.

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Subcontract Reporting System (eSRS), etc.

(ii) Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. To meet the minimum requirements, the Offeror must demonstrate the following:

1. DART rates at or below 2.99

2. TCR Rates at or below 4.49

NOTE: If the Offeror's rates exceed the established levels above for any of the five years, it will result in a Deficiency and the offeror will be ineligible for award.

3. Technical Approach to Safety

a. Offeror describes a viable approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

b. Offeror describes a methodical process of evaluating subcontractor's safety performance in their selection process.

c. Offeror describes a logical management plan to hold both themselves and their subcontractors accountable for adhering to the safety requirements of the contract.

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Subcontract Reporting System (eSRS), etc.

(c) Past Performance

(3) **Factor 3, Past Performance:**

(i) Solicitation Submittal Requirements:

Offeror's shall clearly demonstrate a history of relevant successful performance on at least two (2) relevant projects submitted for **Factor 1, Corporate Experience**.

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) (Attachment D), included in the solicitation is provided for the offeror or its team members to submit to the client **for each project the offeror includes in its proposal for Factor 1, Corporate Experience**. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (**Attachment D**), which will provide contact and client information for the respective project(s). Offeror's should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's points of contact, Jessica R. Huebner via email at) jessica.r.huebner.civ@us.navy.mil and Regenia D. Guest, via email at regenia.d.guest.civ@us.navy.mil **prior to proposal closing date**. Offeror's shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last five (5) years (CY22, CY21, CY20, CY19, and CY18), from the date of issuance of this solicitation, such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/UEI numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. The offeror is strongly encouraged to address any negative past performance, whether for submitted projects or other negative past performance.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "Acceptable."

(ii) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.); and
- Recency of tasks performed that are identical to, similar to, or related to the task at hand"